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FEDERAL COMMUNICATIONS COMMISSION

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DA NO. 17-279 CC DOCKET NO. 02-6

IN THE MATTER OF PETITION FOR REVIEW BY THE FULL
COMMISSION BY: WESLEYAN ACADEMY, PETITIONER
OF DECISION OF UNIVERSAL SERVICE ADMINISTRATOR

USAC FUNDING COMMITMENT ADJUSTMENT REPORT FOR FORM 471,
FOR FUNDING YEAR 2013

Applicant Name: Wesleyan Academy
Form 471 Application Number(s): 895296
Billed Entity Number: 200703
FCC Registration Number: 0018177600
SPIN: 143034452
Funding Year: 2013
Funding Request Number(s): 2433563

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PETITION FOR REVIEW BY THE FULL COMMISSION

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I. SUMMARY

- 1) Petitioner is a small school that accommodates a mostly semi-rural area in Puerto Rico, a country whose financial, fiscal and social distresses can be a matter of Administrative Notice by the Commission. As such, it particularly does not have a dedicated staff member to assist with preparation and filing of E-Rate forms and materials, and much less, to be persistently available or on call throughout the whole year to receive, handle and react to communications received from USAC. In this system, the person assigned as point of contact for USAC assumes these tasks in addition to managing many large and small outlying responsibilities within the School's different functional areas. Thus, due to limited staffing and resources, the person assigned as point of contact for USAC has an overwhelming amount of responsibility at the School, including E-Rate filing.
- 2) For Funding Year 2012, USAC notified Petitioner that it had detected an irregularity in its bid awarding process, by not having a public open bid for four weeks on USAC's website, prior to awarding the underlying contract to the eventually selected vendor. USAC further charged that Petitioner did not have a valid contract in place at certain moment during the relevant time period within which the services were provided.
- 3) Petitioner was in academic recess and subject to total school

closing by the time USAC's notices were issued, but promptly responded and reacted to the same, as soon as the school year resumed and it had actual and effective notices of USAC's actions.

- 4) As set forth in the sections below: (1) Applicant and here Petitioner Wesleyan Academy lawfully and properly followed the rules and regulations as established by the Commission in its E-Rate program application for funding year 2013 and funding year 2012; (2) USAC erroneously notified deficiencies in said applications during the month of May, 2016; (3) USAC deficiencies were erroneous and unsupported by the documents filed as part of the record; (4) During the 60-day period within which petitioner could have sought review, Wesleyan Academy went on educational and administrative break; (5) During the 60-day period within which petitioner could have sought review, USAC's point of contact at Wesleyan Academy went on vacation; (6) During the 60-day period within which petitioner could have sought review, USAC's point of contact at Wesleyan Academy was reassigned and moved to a different physical location; (7) At the time Wesleyan Academy first became aware of USAC's notice of deficiencies the 60-day period within which to seek review had already expired; (8) Petitioner has otherwise sought review and reversal of USAC's determination, to no avail; 9) The record

is adequately and sufficiently supported to warrant the prayer for relief sought herewithin by petitioner.

II. INTRODUCTION

5) The instant **PETITION FOR REVIEW BY THE FULL COMMISSION** is filed in regards to the Commission's proceeding number and release date: DA. No. 17-279, Released March 30th, 2017, CC Docket No. 02-6; WC Docket No. 06-122, *Dismissing on Reconsideration* Wesleyan Academy's Application No. 895296, CC Docket No. 02-6, Filed November 29th, 2016. **PETITION FOR RECONSIDERATION** was in turn filed in regards to the Commission's proceeding number and release date: DA. No. 16-1232, Released October 28th, 2016, CC Docket No. 02-6, *Denying as Untimely-Filed* Wesleyan Academy's Application No. 895296, CC Docket No. 02-6, Filed October 4th, 2016. **PETITION FOR REVIEW BY THE FULL COMMISSION** pertains to USAC's Funding Commitment Adjustment Report for Form 471, for funding year 2013 (See: Exhibit 1), and its corresponding Administrator's Decision on Appeal - Funding Year 2013-2014, issued on September 19th, 2016 (**Exhibit 2**).

6) At the outset, Petitioner respectfully submit to the Commissions' attention its divergence with the Commission's DA. No. 17-279 (March 30th, 2017) CC Docket No. 02-6; WC Docket No. 06-122, *Dismissal on Reconsideration* pursuant to Petitioner's perceived failure to identify any material error, omission, or

reason warranting reconsideration, and relying on arguments that have been fully considered and rejected by the Bureau within the same proceeding. Petitioner contends that what might have been construed as their prior arguments and Filing on October 4th, 2016, was merely an e-mail communication advising of Wesleyan Academy's school closing and academic recess (**Exhibit 3**), while Petitioner's Filing on November 29th, 2016, of its PETITION FOR RECONSIDERATION represents a twenty (20) page legal brief, accompanied by a thirty (30) page Appendix of Exhibits and Affidavits, and raising other arguments not previously presented, such as the disclosure of USAC's ministerial errors, which unraveled Petitioner's afflictions and the pervasive state of confusion surrounding not only Wesleyan Academy's **Application No. 895296 for Funding Year 2013**, but also **Application No. 871807 for Funding Year 2012**, currently pending *Reconsideration* by the Commission.

- 7) Petitioner will address in the instant pleading the factual background surrounding both, **Application No. 895296 for Funding Year 2013**, AND **Application No. 871807 for Funding Year 2012**, as they are both inexorably intertwined, a fact that admittedly has contributed and led significantly to the present confusion.
- 8) Petitioner Wesleyan Academy understands and supports the FCC directive to assure service providers are given an open,

competitive process that results in competitive prices for services and the spending of public funds in a prudent and appropriate manner. Petitioner will demonstrate in this instant **PETITION FOR REVIEW BY THE FULL COMMISSION** that the substantive process established by Wesleyan Academy related to **Application No. 895296 for Funding Year 2013, AND Application No. 871807 for Funding Year 2012**, did indeed provide an open, competitive process which resulted in public funds being spent in a prudent and appropriate manner. Petitioner also points out that, significantly, USAC made no findings that the RFP posting and process followed by Wesleyan Academy did not result in competitive prices and the prudent expenditure of public funds. No such substantive negative findings were made because the process did result in fair competition among vendors, competitive prices and the prudent expenditure of public funds.

- 9) Petitioner contends that USAC was initially in error when it noted an exception in **Application No. 871807 for Funding Year 2012**, *Violation of the Commission's Competitive Bidding 28-Day Rule*, pursuant to 47 C.F.R. § 54.503(c)(4) (**Exhibit 4**), and that such error by sheer happenstance was extended and currently affects **Application No. 895296 for Funding Year 2013**, which is subject of the instant **PETITION FOR REVIEW BY THE FULL COMMISSION**, and that Petitioner adequately and in a timely

manner identified USAC's mistake as a material error and omission warranting reconsideration, as per Petitioner's PETITION FOR RECONSIDERATION CC Docket No. 02-6, Filed November 29th, 2016. This error then triggered a chain reaction whereby USAC and the Commission itself noted further Petitioner's exceptions, namely *Untimely-Filed Request for Review*, or *Violation of the 60-Day Rule*, pursuant to 47 C.F.R. § 54.720, as per DA. No. 16-1232 (October 28th, 2016) CC Docket No. 02-6 for **Application No. 895296 for Funding Year 2013**, AND DA 16-1120 (September 30th, 2016) CC Docket No. 02-6 for **Application No. 871807 for Funding Year 2012**.

10) Alternatively, even under a hypothetical scenario where USAC could have conceivably been correct in noting the aforementioned *Violation of the Commission's Competitive Bidding 28-Day Rule*, Petitioner contends, and will show, that there is sufficient precedent and good cause to warrant the Commission's waiver and suspension in whole of the 47 C.F.R. § 54.503(c)(4) Rule, pursuant to 47 C.F.R. § 1.3.

11) Consequently, Petitioner contends and will show, that there is sufficient precedent and good cause to warrant the Commission's waiver and suspension in whole of the 47 C.F.R. § 54.720 60-Day Rule, pursuant to 47 C.F.R. § 1.3.

III. PROCEDURAL BACKGROUND

12) All relevant factual assertions contained in this section are

supported by accompanying exhibits of sworn statements taken upon the following: Mr. Rev. Fernando J. Vázquez, Headmaster for Wesleyan Academy (**Exhibit 5**); Mrs. Ineabelle Robles, Admissions Clerk for Wesleyan Academy (**Exhibit 6**); Mr. Miguel Mendez, authorized corporate representative for service provider (**Exhibit 7**).

13) On March 5th, 2012, TELNET TELECOMMUNICATIONS, service provider here at issue, submitted a formal quote to the attention of Wesleyan Academy under and within the scope of a contract for Internet Access, Internal Connections and Basic Maintenance services under the Universal Services Support Mechanism under E-Rate funds (**Exhibit 8**).

14) As quotes by other different service providers began to be received at Wesleyan Academy, Mrs. Ineabelle Robles, on March 14th, 2012, started to fill the E-Rate Bid Assessment Worksheet with the information received as part of said bidding process (**Exhibit 9**). Accordingly, March 14th, 2012 was the date which was incorporated into the form. There were no further communications - whether formal, informal, or of any other kind - between TELNET and Wesleyan Academy between said date of March 5th, 2012, and March 20th, 2012.

15) On March 20th, 2012, Wesleyan Academy scheduled a meeting to evaluate all quotes received by service providers as part of

the aforementioned bidding process, for its subsequent adjudication (**Exhibit 10**). As TELNET had been favored with adjudication of the contract, such award was duly noted and made part of the E-Rate Bid Assessment Worksheet (**Exhibit 9**).

16) On March 20th, 2012, TELNET was first notified that Wesleyan Academy had tendered to TELNET's attention their acceptance of the offer as per the aforementioned quote of March 5th, 2012 (**Exhibit 11**). On the same date representatives of both Wesleyan Academy and TELNET met to execute and formalize a CONTRACT FOR SERVICES AND/OR PRODUCTS FOR E-RATE YEAR 2012-2013 (**Exhibit 12**), reflecting the terms and understandings cloaked by the aforementioned offer and acceptance. In support of said contract, TELNET issued a supplemental quote, to cover the clarification of other ancillary terms which had not been adequately and sufficiently articulated between the parties (**Exhibit 13**).

17) Subsequently, on July 24th, 2012, Wesleyan Academy executed a Business Service Agreement, which was, *inter alia*, a contract of services outside, and not within the scope of the E-Rate program, with a different corporate service provider, and which was not covered by the earlier contract executed between the parties on March 20th, 2012 (**Exhibit 14**). Then, on February 15th, 2013, representatives of both Wesleyan

Academy and TELNET met to execute and formalize a CONTRACT FOR SERVICES AND/OR PRODUCTS FOR E-RATE YEAR 2013-2014 (**Exhibit 15**), reflecting the terms and understandings cloaked by the aforementioned offer and acceptance.

18) Petitioner Wesleyan Academy, as is customary for all educational institutions within the Puerto Rico jurisdiction, operates under a school year typically running from August to May, as set forth in its 2015-16 MASTER CALENDAR. (**Exhibit 16**). Accordingly, on or around May 9th, 2016, Wesleyan Academy was winding down most of its routinely educational and administrative functions, as its students were entering the last days of formal instruction, and commencing the period of final examinations. Within this timeframe elementary school was already virtually closed, while High School still was performing some educational and administrative processes.

19) Mrs. Ineabelle Robles was assigned to a role of development of public relations within the Academy for the August, 2015 to May, 2016 school year, and had also accordingly done so for about the three (3) last years. During May, 2016 Wesleyan Academy coincidentally underwent a personnel reorganization, whereby Mrs. Robles' public relations position was obliterated. Consequently, Mrs. Robles was assigned to the Admissions Clerk role, and said role entailed that she move to

a new and different physical location. While packing might have started on around May, 2016, the complete move was not effectuated until June and July, 2016. Around such timeframe, Mrs. Robles went on vacation, as well.

20) During and throughout May, 2016, Wesleyan Academy engaged in construction, refurbishing and remodeling efforts of its facilities, namely the new office space to be occupied by Mrs. Robles in her newly assigned role for the 2016 - 2017 school year. During and throughout May, 2016, Mrs. Robles' belongings and equipment were packed and stored as a consequence of the aforementioned construction, refurbishing and remodeling efforts.

21) As is required by her terms of employment, Mrs. Robles completed her duties for the 2015 - 2016 school year during the month of July, 2006, and did not return to Wesleyan Academy's premises until the start of the 2016 - 2017 school year, in August, 2016. Simultaneously, as all of the above was transpiring, and notwithstanding the alteration of Mrs. Robles' responsibilities during the transitional period of May, 2016, and inadvertently for Wesleyan Academy, she continued to be the sole designated point of contact for all communications, events and transactions executed between USAC and Wesleyan Academy. The method of communication employed by USAC to

transact business with Wesleyan Academy during said time period was solely through regular US Postal Service. On or around May 9th, 2016, USAC served Wesleyan Academy with notice of a document entitled "*Notification of Commitment Adjustment Letter for Form 471 - Application Number: 895296*" (**Exhibit 17**), as well as one entitled "*Funding Commitment Adjustment Report for Form 471 - Application Number: 871807*" (**Exhibit 18**), and yet another entitled "*Funding Commitment Adjustment Report for Form 471 - Application Number: 895296*" (**Exhibit 19**). Said documents advised Wesleyan Academy, *inter alia*, that USAC had detected in the referenced application several instances of errors, namely: (1) That Wesleyan Academy selected a service provider prior to the expiration of 28-day posting period; (2) That Wesleyan Academy did not have a contract in place at the time of submission of the FCC Form 471; and, (3) That any contracts entered into and disclosed by Wesleyan Academy as part of the application process, did not meet the requirements of Puerto Rico state procurement laws.

- 22) Note that as it pertains to the "*Funding Commitment Adjustment Report for Form 471 - Application Number: 895296*" depicted as **Exhibit 19**, USAC further mistakenly refers to the contents of Petitioner's Funding Year Evaluation Matrix depicted as **Exhibit 9**, which was produced as part of Funding Year 2012 paperwork,

while noting exceptions in its report for Funding Year 2013, namely the violation of the 28-day Rule, and the confusion around whether the vendor had been selected on March 14th, 2012, or on March 20th, 2012, as discussed in the paragraphs above.

23) Notwithstanding the fact that the aforementioned USAC communications were indeed delivered to Wesleyan Academy on or around May 15th, 2016, the same were inadvertently filed and stored with the rest of Mrs. Robles' office belongings awaiting her return to her duties at the start of the school year in August, 2016. Almost immediately upon Mrs. Robles' return to Wesleyan Academy on August, 2016, and upon first becoming aware of the existence of the "Notification of Commitment Adjustment Letter for Form 471 - Application Number: 895296" and "Funding Commitment Adjustment Report for Form 471 - Application Number: 871807", and "Funding Commitment Adjustment Report for Form 471 - Application Number: 895296" communications, she diligently consulted and put USAC on notice of all of the above relevant facts, and proactively engaged Wesleyan Academy in what has become the instant appeal process and PETITION FOR RECONSIDERATION. All of the above notwithstanding, and despite the cogent points submitted herewithin, and the overwhelming presence of good-faith on petitioner's part and mitigating factors as set forth

above, and regardless of all of our most diligent best efforts to bring the present issue to rest, to no fault of Petitioner's, USAC was estopped, both by law and by regulation, from considering petitioner's arguments as laid out and articulated above, as the filing deadline and 60-Day Rule, pursuant to 47 C.F.R. § 54.720, had already expired.

IV. LEGAL DISCUSSION

24) The Commission may waive any provision of its rules for good cause shown, pursuant to 47 C.F.R. § 1.3, where the particular facts make strict compliance inconsistent with the public interest. Northeast Cellular Telephone Co. v. FCC, 897 F.2d 1164, 116 (1990). The Commission may take into account considerations of hardship on an individual basis. WAIT Radio v. FCC, 418 F.2d 1153, 1159(1969). In sum, waiver is appropriate if special circumstances warrant a deviation from the general rule, and such deviation would better serve the public interest than strict adherence to the general rule. Network IP, LLC v. FCC, 548 F.3d 116, 127(2008). Furthermore, where the Commission is called to examine circumstances surrounding purported violations to its rules, it can take into account whether these are entirely inadvertent and in no way purposeful or willful, as well as the petitioner's previous clean record. KSCT-TV v. FCC, 699 F.2d 1185 (1983).

25) Also, there is ample precedent by the Commission itself,

finding that where USAC erred in its eligibility determination regarding the services petitioners sought for funding, that, in itself, was good cause for the Commission to waive the 47 C.F.R. § 54.720 60-Day Rule, pursuant to 47 C.F.R. § 1.3. In re Aberdeen Sch. Dist. 5, Aberdeen, Wash., 27 F.C.C.R. 2080, 2012. Also, where the Commission waived the 28-Day Rule, pursuant to 47 C.F.R. § 54.503(c)(4), and directed USAC to grant petitioners an opportunity to cure any ministerial or clerical errors on their FCC Form 471. (22 F.C.C.R. 8757, 2007). Furthermore, in In re Cent. Tech. Ctr., Drumright, Oklahoma, 27 F.C.C.R. 5086, 2012, the Commission waived § 54.503(c)(4) AND § 54.720, where it found USAC to be in error, that petitioner's reply was prompt once they received actual notice of USAC's adverse decision, and that ministerial errors gave the impression of the purported violations. See also: In re Ann Arbor Pub. Schs., 25 F.C.C.R. 17319, 2010; In re Academy of Math & Science, Tucson, AZ, 25 F.C.C.R. 9256, 2010.

- 26)** USAC requires potential beneficiaries to fill out the correct forms, meet deadlines, and receive proper certification, whereas, the Commission FCC retains the authority to overrule USAC's actions. Universal Serv. Admin. Co. v. Post-Confirmation Comm, 463 F.3d 1064 (2006). While the Commission itself has recognized that the last day of school is often in May or June,

and schools typically wind down educational and administrative functions in order to tend to network infrastructure maintenance in preparation for the upcoming school year. In the Matter of Modernizing the E-Rate, Program for Schools and Libraries, 29 F.C.C.R. 8870, 2014. It has also been recognized that the service provider's contractual relationship with the applicant is, and should be, governed by the applicable state law. City of Springfield v. Lan Tamers, Inc., 281 B.R. 782 (2002).

- 27) Applicable state law of contracts in Puerto Rico is the Puerto Rico Civil Code, codified at Title 31 of Laws of Puerto Rico Annotated (L.P.R.A.). Every obligation consists in giving, doing, or not doing something. Civil Code, Art. 1041; 31 L.P.R.A. § 2991. Generally, duties and obligations arise as prescribed by statute, and under contracts entered into by the parties. Civil Code, Art. 1042; 31 L.P.R.A. § 2992. A contract exists from the moment one or more persons consent to bind himself or themselves, with regard to another or others, to give something or to render some service. Civil Code, Art. 1206; 31 L.P.R.A. § 3371. The contract subject of the instant petition arose once Petitioner and the service provider agreed to make payment according to the delivery of telecommunication services, respectively. Said contract was perfected by the parties mere consent, and from that time they became binding, not only with

regard to the fulfilment of what had been expressly stipulated, but also with regard to all the consequences which, according to their character, are in accordance with good faith, use, and law. Civil Code, Art. 1210; 31 L.P.R.A. § 3375. The contract is then created when all three prerequisite conditions are met: (1) The consent of the contracting parties. (2) A definite object which may be the subject of the contract. (3) The cause or consideration for the obligation which may be established. Civil Code, Art. 1213; 31 L.P.R.A. § 3391.

28) TELNET TELECOMMUNICATIONS' bid of March 5th, 2012, **Exhibit 8**, was merely that party's offer tendered to Petitioner. Nothing happened in that regard on March 14th, 2012, when Petitioner started to fill the relevant information into the E-Rate Bid Assessment Worksheet of **Exhibit 9**. Correspondingly, nothing even happened in that regard on March 20th, 2012, at the outset of Petitioner's internal meeting for the evaluation of the quotes submitted by the participating service providers of **Exhibit 10**. Equally, nothing even happened either in that regard on the same date, when Petitioner adjudicated the process to TELNET, as per **Exhibit 9**. Neither when on the same date Petitioner wrote the letter of adjudication to TELNET accepting its offer of **Exhibit 11**.

29) It was not until TELNET was actually in receipt of Petitioner's

acceptance, that a contract was actually perfected under the Puerto Rico Civil Code and the corresponding Title 31 of L.P.R.A., or at some point in time later on March 20th, 2012.

30) The Commission has routinely waived its rules to allow applicants additional time to file their FCC Forms 471, finding justification where applicants committed ministerial or clerical errors, and has also granted appeals and petitions for reconsideration from petitioners seeking a waiver of the Commission's E-Rate rules in order to correct ministerial or clerical errors on petitioners' E-Rate applications or associated forms.

31) Petitioner respectfully submits to the consideration of the Commission that all of the above facts, as supported by the accompanying documentation and proffers submitted under oath and subject to penalty of perjury, more than adequately support a finding that petitioner has exhibited behavior and due diligence required for a determination of just cause to warrant waiver of the 28-Day Rule, pursuant to 47 C.F.R. § 54.503(c)(4), as well as of the 60-Day Rule, pursuant to 47 C.F.R. § 54.720, and that accordingly, this case should be remanded to USAC for a determination on appeal on the merits of the application here at issue.

32) Further, Petitioner has marshaled sufficient and overwhelming

facts describing how their decisions and actions were effected in good faith, and that any deficiencies or omissions are remediable and were provoked but for good and just cause, in good faith and for legitimate business reasons unrelated to USAC's findings, as such findings were articulated. As has been extensively laid out above, Petitioner was not effectively and actually put on notice about USAC's perceived deficiencies until way after the 60-day time limit had expired. And when it finally did receive actual notice at the beginning of the 2016-2017 school year, it immediately and diligently pursued all relevant paperwork the very moment the appointed individual arrived, avoiding any further delays or misconceptions entirely.

33) There is ample precedent and legal authority to support a holding by the Commission granting Petitioner a waiver of the 60-day filing deadline for appeals, given the undisputed fact that Petitioner submitted its appeal to USAC within a reasonable period of time after receiving actual notice, as is the case here, of USAC's adverse decision.

34) Petitioner is thus entitled to all of the remedies here sought, as a consequence and result that any and all of the deficiencies which might have been perceived by USAC were administrative, ministerial, clerical, and performed under the

standard and test of good faith and just cause.

35) Consequently, it is popper for the Commission to make a finding that any acts or omissions as perceived by USAC were neither intentional, nor deliberate. Petitioners actions were made unconsciously, without any disregard of its duties, and quite contrarily, in the presence of overwhelming just cause and excuse.

36) Petitioner respectfully submits to the consideration of the Commission that all of the above facts, as supported by the accompanying documentation and proffers submitted under oath and subject to penalty of perjury, more than adequately support a finding that petitioner had in fact selected a service provider right at the onset of the 28-day regulatory posting period.

37) In the worst case for Petitioner, that the E-Rate Evaluation Matrix had been dated such that it could plausibly be erroneously construed as being adjudicated before the 28-day time limit, could be deemed by the Commission at most as an inadvertent and unfortunate error. Unfortunately for Petitioner and the vulnerable population it caters to, these errors were not caught by the applicant before it had a chance to react to the exceptions noted by USAC during the School's summer break for the year 2016.

38) Furthermore, under the relevant fact pattern of the instant case, there is ample precedent and legal authority to support a ruling by the Commission that Petitioners under a worst case scenario made a ministerial or clerical error on the Evaluation Matrix Form, and that said error created the mistaken impression that it had violated the Commission's 28-day rule, and alternatively, that USAC erred in finding them in violation of the cited rule for a variety of reasons. USAC incorrectly perceived the date on which the Form had been initiated as the date on which the contract with the selected provider had been executed.

39) At first blush, it is evident that USAC has made an inconsistent and untenable determination of the documents before its consideration, while on the one hand it is in the presence of a validly executed contract on March 20th, 2012, and imputes its execution date as March 14th, 2012, while strikingly and simultaneously, on the other hand it determines that a subsequent and unrelated contract executed on July 24th, 2012, was submitted in support of the application here at issue.

40) Petitioner has set forth in the sections above that effectively and undoubtedly, on the date under review, March 20th, 2012, there was in fact the existence of a written offer

from the service provider containing all the material terms and conditions to constitute a valid and legal offer, together with an equally valid written acceptance of that offer, as evidence of the existence of a legally binding agreement. Petitioner further and respectfully submits that the bid submitted herewithin for the services here at issue does in fact include all material terms and conditions provided in response to an FCC Form 470, and as such, is sufficient evidence of an offer, and that a letter from petitioner advising said service provider the bid was selected, would also suffice as evidence of acceptance. In addition, after a commitment of funding, an applicant's receipt of services consistent with the offer and with the applicant's request for E-Rate support also constitute evidence of the existence of a sufficient offer and acceptance.

- 41) Consequently, it is popper for the Commission to make a finding that USAC's finding in this regard were clearly erroneous, and that such a finding be reversed by the Commission on its merits, or alternatively, that the instant case be remanded to USAC for a determination on the merits, subject to all of the above.
- 42) Undoubtedly, Petitioner did have an open, fair and competitive bidding process for the services here at issue, and consequently

it resulted in an open and fair process resulting in competitive prices for Wesleyan Academy. It is thus well known that Petitioner took every available precaution to timely post an RFP which was made available to all potential and interested service providers. As has been demonstrated, Petitioner has substantially and substantively complied with the requirement that all E-Rate services be obtained in an open, fair and competitive process. Petitioner put out a request for specific services, received multiple responses from which it could and did conduct a thorough review to compare prices and services, and in the end, selected the best price and service for Wesleyan Academy.

- 43)** USAC evidently determined that the above outlined process was insufficient, not because the process wasn't open, fair or competitive, not because it didn't result in a competitive pricing, not because it didn't result in the prudent expenditure of public funds, rather, USAC determined that even though Petitioner obtained competitive pricing of services here at issue in an open, fair and thorough process, merely because it erroneously construed that the RFP had only been posted for 22 days rather than 28 days, or the short 6 day time period between March 14th, 2012, and March 20th, 2012, Wesleyan Academy must be stripped of over \$25,000.00 a year in E-Rate funding

it has penurious relied upon. All the while, Petitioner took seriously the expenditure of public funds, and adequately and sufficiently ensured that cost effectiveness was the foremost factor in selecting a provider for the specific, bona fide, services.

44) Consequently, it is popper for the Commission to make a finding that any acts or omissions as perceived by USAC were neither intentional, nor deliberate. Petitioners actions were made unconsciously, without any disregard of its duties, and quite contrarily, in the presence of overwhelming just cause and excuse.

45) Petitioner has made an adequate showing that the mere fact that it commenced complementing the E-Rate Evaluation Matrix on March 14th, 2012, in no way constitutes a violation of the cited regulation. Petitioner has also made an adequate showing that proper adjudication of the bidding process was made on the date of the selection of the service provider, or March 20th, 2012, and not on the first date it started diligently organizing the information it was receiving from potential and prospecting service provides, or March 14th, 2012.

46) This Commission certainly has the power and authority to ensure strict compliance with the rules in requiring that RFP's be

posted for a full 28 days. But alternatively, and even under a theory that Petitioner did in fact select a provider a mere 6 days short of the time limit - a supposition Petitioner herewithin vehemently denies - this Commission also has the power and authority to waive a rule *"where the particular facts make strict compliance inconsistent with the public interest."*

47) Also, there is ample precedent and legal authority waiving the Commission's competitive bidding rules for certain petitioners that demonstrated good cause for such a waiver with similar fact patterns as would be the case here alternatively for Petitioner. Consequently, it is proper for the Commission to make a finding that USAC's determinations in this regard were clearly erroneous, and that such a finding should be reversed by the Commission on its merits, or alternatively, that the instant case be remanded to USAC for a determination on the merits, subject to all of the above.

V. CONCLUSION

48) Without the Commission's intervention in favor of Petitioner, Wesleyan Academy faces substantial hardship and adverse effect on its staffing and facilities, in order to meet over \$25,000.00 in yearly unforeseen additional expenditures. This would be a fatal blow from which Petitioner would not easily recover. Furthermore, If the Commission fails to intervene on behalf of Petitioner before USAC, and Wesleyan Academy loses

E-Rate funding, it will cause devastating hardship to the school system and the vulnerable population it accommodates to, one with a very low budget, that no longer will receive help via Puerto Rico State Aid. Petitioner's offering of internet services simply could not survive losing its E-Rate funding, as it is a considerable share of its budget. Petitioner could potentially adversely affect its already limited and overburdened workforce without access to this funding. In a community that is already financially disadvantaged, this would have a detrimental ripple effect on its economy, as there would be widespread negative impacts on the outlook of its literacy, education, and employment rates, as well as being deprived of its main source of free computers and high-speed Internet access.

49) Penalizing Wesleyan Academy yearly in the amount of over \$25,000.00 is an unnecessary, draconian, and harsh result when Wesleyan Academy actually, in fact, engaged in the utmost and transparent prudent expenditure of public funds.

VI. PRAYER FOR RELIEF

WHEREFORE, for all of the above, petitioner prays: That the Commission GRANT the instant **PETITION FOR REVIEW BY THE FULL COMMISSION** for **Application No. 895296 for Funding Year 2013, AND Application No. 871807 for Funding Year 2012** WAIVING the 60-Day Rule, pursuant to 47 C.F.R. § 54.720; WAIVING the 28-Day Rule,

pursuant to 47 C.F.R. § 54.503(c)(4)(3); REMANDING the instant proceeding to USAC for its consideration on the merits as set forth herewithin; ISSUING ORDER setting forth that USAC SHALL COMPLETE its review of each remanded application and ISSUE an award or a denial based on a complete review and analysis no later than 90 calendar days from the release date of said order.

CERTIFICATION OF NOTICE

I HEREBY CERTIFY, that on this even date, I have served notice of the instant **PETITION FOR REVIEW BY THE FULL COMMISSION** to:

Universal Service Administrative Company
Schools and Libraries Program - Correspondence Unit
30 Lanidex Plaza West, P.O. Box 685 Parsippany, NJ 07054-0685

USAC Billing, Collections, and Disbursements Attention: Red Light
Inquiries
700 12th Street, N.W. Washington DC 20005

TELNET Telecommunications
Urb. Crown Hills, 138 Ave. Winston Churchill PMB 512
San Juan PR 00926-6013

SUBMITTED IN SAN JUAN, PUERTO RICO, on this date, April 28th, 2017

/s/: NINOSHKA GONZÁLEZ NINOSHKA GONZÁLEZ
Commonwealth of Puerto Rico Attorney Registry RUA 20000
2000 Carr. 8177 PMB 484 Suite 26
Guaynabo, Puerto Rico 00966 Tel. (787) 460-3002
e-mail: ninoshkagonzalez@hotmail.com

FEDERAL COMMUNICATIONS COMMISSION

DA NO. 17-279 CC DOCKET NO. 02-6

**IN THE MATTER OF PETITION FOR REVIEW BY THE FULL
COMMISSION BY: WESLEYAN ACADEMY, PETITIONER
OF DECISION OF UNIVERSAL SERVICE ADMINISTRATOR**

**USAC FUNDING COMMITMENT ADJUSTMENT REPORT FOR FORM 471,
FOR FUNDING YEAR 2013**

**Applicant Name: Wesleyan Academy
Form 471 Application Number(s): 895296
Billed Entity Number: 200703
FCC Registration Number: 0018177600
SPIN: 143034452
Funding Year: 2013
Funding Request Number(s): 2433563**

APPENDIX OF EXHIBITS

NINOSHKA GONZÁLEZ

Attorney at Law
Commonwealth of Puerto Rico
Attorney Registry RUA 20000
2000 Carr. 8177 PMB 484 Suite 26
Guaynabo, Puerto Rico 00966
Tel. (787) 460-3002
e-mail: ninoshkagonzalez@hotmail.com

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Schools and Libraries Program

Notification of Commitment Adjustment Letter

Funding Year 2013: July 1, 2013 - June 30, 2014

May 09, 2016

INEABELLE ROBLES
Wesleyan Academy
Carretera 838 Km 1.6 Camino Alejandrino
Guaynabo, PR 00969

Re: Form 471 Application Number:	895296
Funding Year:	2013
Applicant's Form Identifier:	wesleyan ints
Billed Entity Number:	200703
FCC Registration Number:	0018177600
SPIN:	143034452
Service Provider Name:	Telnet Telecommunications
Service Provider Contact Person:	Miguel Mendez

Our routine review of Schools and Libraries Program (SLP) funding commitments has revealed certain applications where funds were committed in violation of SLP rules.

In order to be sure that no funds are used in violation of SLP rules, the Universal Service Administrative Company (USAC) must now adjust your overall funding commitment. The purpose of this letter is to make the required adjustments to your funding commitment, and to give you an opportunity to appeal this decision. USAC has determined the applicant is responsible for all or some of the violations. Therefore, the applicant is responsible to repay all or some of the funds disbursed in error (if any).

This is NOT a bill. If recovery of disbursed funds is required, the next step in the recovery process is for USAC to issue you a Demand Payment Letter. The balance of the debt will be due within 30 days of that letter. Failure to pay the debt within 30 days from the date of the Demand Payment Letter could result in interest, late payment fees, administrative charges and implementation of the "Red Light Rule." The FCC's Red Light Rule requires USAC to dismiss pending FCC Form 471 applications if the entity responsible for paying the outstanding debt has not paid the debt, or otherwise made satisfactory arrangements to pay the debt within 30 days of the notice provided by USAC. For more information on the Red Light Rule, please see

<https://www.fcc.gov/encyclopedia/red-light-frequently-asked-questions>.



Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2013-2014

September 19, 2016

Ineabelle Robles
Wesleyan Academy
Carretera 838 Km 1.6 Camino Alejandrino
Guaynabo, PR 00969

Re: Applicant Name:	Wesleyan Academy
Billed Entity Number:	200703
Form 471 Application Number:	895296
Funding Request Number(s):	2433563
Decision Letter Date:	May 09, 2016
Date Appeal Postmarked:	August 11, 2016
Your Correspondence Dated:	August 11, 2016

Our records show that your appeal was postmarked more than 60 days after the date your Notification of Commitment Adjustment Letter was issued, as shown above. Federal Communications Commission (FCC) rules require applicants to postmark appeals within 60 days of the date on the decision letter being appealed. FCC rules do not permit the Universal Service Administrative Company (USAC) to consider your appeal.

If you believe there is a basis for further examination of your application, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be postmarked within 60 days of the above date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found under the Reference Area/"Appeals" of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

Schools and Libraries Division
Universal Service Administrative Company

Wesleyan Academy
CC Docket No.02-6
Form 471 Application Number: 895296
Funding Request Number: 2433563

October 4, 2016

Federal Communications Commission
Attention: Request for Review Letter of Appeal
Re: USAC Decision–Appeal Denied
Due to postmarked more than 60 days

This request for review/Letter of Appeal is in response to an Administrators Decision on appeal dated September 19, 2016 regarding the appeal letter we submitted to USAC. Our request was denied because the appeal was post marked more than 60 days after the date of the notification. The reason for our delay in response is that the person in charge for filing federal documentation was re-assigned to another position and office as of 5/2016. All of her office belongings was on boxes .The school has summer vacation and upon returning back to work on 8/2016 and re-installing all belongings, USAC papers were found. Immediately, we contacted USAC and began the appeal process.

We appreciate all your help.

Kind regards,

Ineabelle Robles
Administrator Coordinator

**Funding Commitment Adjustment Report for
Form 471 Application Number: 871807**

Funding Request Number: 2379371
Services Ordered: INTERNET ACCESS
SPIN: 143034452
Service Provider Name: Telnet Telecommunications
Contract Number: WESLEYAN ACADEMY 03202012
Billing Account Number: 864
Site Identifier: 200703
Original Funding Commitment: \$21,525.00
Commitment Adjustment Amount: \$21,525.00
Adjusted Funding Commitment: \$0.00
Funds Disbursed to Date: \$21,525.00
Funds to be Recovered from Applicant: \$21,525.00
Funding Commitment Adjustment Explanation:

After multiple requests for documentation and application review, it has been determined that this funding commitment must be rescinded in full. The applicant selected a service provider prior to the expiration of 28-day posting period. FCC rules require that, except under limited circumstances, all FCC Forms 470 received be posted on the USAC web site for 28 days, and that applicants carefully consider all bids received before selecting a service provider, entering into an agreement or signing a contract, and signing and submitting a FCC Form 471. In the FCC Form 470 Receipt Notification Letter, USAC notified the applicant that the earliest date upon which they could sign a contract or enter into an agreement Allowable Contract Date was 3/20/12. Based on vendor evaluation matrix provided, the service provider was selected on 3/14/12, which is prior to the required 28-day posting period. Therefore, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

After multiple requests for documentation and application review, it has been determined that this funding commitment must be rescinded in full. The applicant did not have a contract in place at the time of submission of the FCC Form 471. This determination was based on the contract provided signed on 7/24/12 which was after the Certification Postmark Date of 3/20/12. FCC rules require applicants to have a valid contract as defined by the applicants state procurement laws and regulations at the time they submit the FCC Form 471. Since the applicant was unable to demonstrate that they had a contract in place at the time of submission of the FCC Form 471 that meets the state laws definition of a valid contract, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

FEDERAL COMMUNICATIONS COMMISSION

DA NO. 16-1120

CC DOCKET NO. 02-6

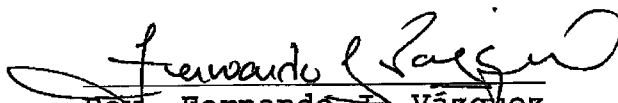
28 U.S.C.A. § 1746 AFFIDAVIT IN SUPPORT OF MOTION TO RECONSIDER

Affiant Rev. Fernando J. Vázquez, being duly sworn, deposes and states:

1. My name is Fernando J. Vázquez, I have personal knowledge of the facts stated in this Affidavit and those facts are, to my knowledge, true and correct. I make this Affidavit in support of the Motion to reconsider proceeding number DA NO. 16-1120 CC DOCKET NO. 02-6.
2. I am Headmaster for Wesleyan Academy, organization that appears as applicant and petitioner before the Federal Communications aforementioned proceedings.
3. Appearing as counsel on behalf of Wesleyan Academy is Husmail Figueroa Ríos, an attorney duly licensed to practice in the Commonwealth of Puerto Rico, and a member in good standing of the Bar of said Court.
4. Wesleyan Academy has provided the aforementioned legal counsel with several documents, with the intent that they be used in support in the instant Motion to Reconsider, namely, its 2015-16 MASTER CALENDAR.
5. That said calendar, as is customary for most educational institutions within the Puerto Rico jurisdiction, operates under a school year typically running from August to May.
6. Accordingly, on or around May 9th, 2016, Wesleyan Academy was winding down most of its routinely educational and administrative functions, as its students were entering the last days of formal instruction, and commencing the period of final examinations. Within this timeframe elementary school was already virtually closed, while High School still was performing some educational and administrative processes.
7. That Mrs. Ineabelle Robles was assigned to a role of development of public relations within the Academy for the August, 2015 to May, 2016 school year, and had also accordingly done so for about the three (3) last years.
8. That during May, 2016 Wesleyan Academy coincidentally underwent a personnel reorganization, whereby Mrs. Robles' public relations position was obliterated.

9. Consequently Mrs. Robles was assigned to the Admissions Clerk role, and that said role entailed that she move to a new and different physical location. While packing may have started on around May, 2016, the complete move was not effectuated until June and July, 2016. Around such timeframe, Mrs. Robles went on vacation, as well.
10. That during and throughout May, 2016, Wesleyan Academy engaged in construction, refurbishing and remodeling efforts of its facilities, namely the new office space to be occupied by Mrs. Robles in her newly assigned role for the 2016 - 2017 school year.
11. That during and throughout May, 2016, Mrs. Robles' belongings and equipment were packed and stored as a consequence of the aforementioned construction, refurbishing and remodeling efforts.
12. As is required by her terms of employment, Mrs. Robles completed her duties for the 2015 - 2016 school year during the month of July, 2016, and did not return to Wesleyan Academy's premises until the start of the 2016 - 2017 school year, or in August, 2016.

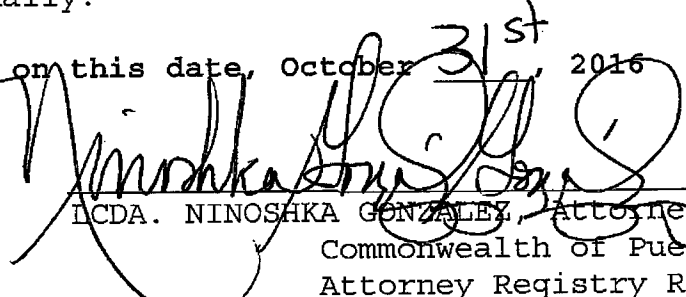
In San Juan, Puerto Rico, on this date, October 31, 2016

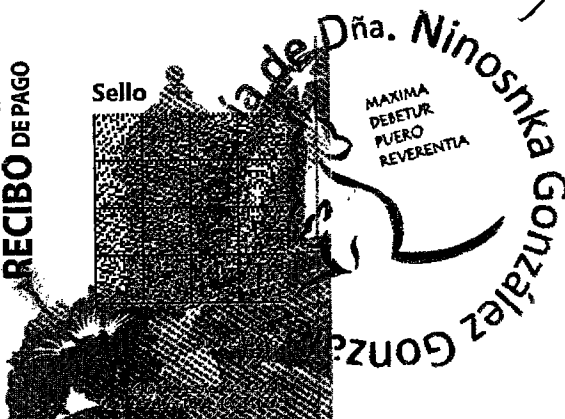

Rev. Fernando J. Vázquez

AFFIDÁVIT NÚM. 53

Sworn to and subscribed before me by Rev. Fernando J. Vázquez, whom I know personally.

In San Juan, Puerto Rico, on this date, October 31st, 2016


LCDA. NINOSHKA GONZALEZ, Attorney at Law
Commonwealth of Puerto Rico
Attorney Registry RUA 20000
2000 Carr. 8177 PMB 484 Suite 26
Guaynabo, Puerto Rico 00966
Tel. (787) 460-3002
ninoshkagonzalez@hotmail.com



FEDERAL COMMUNICATIONS COMMISSION
DA NO. 16-1120
CC DOCKET NO. 02-6

28 U.S.C.A. § 1746 AFFIDAVIT
IN SUPPORT OF PETITION TO RECONSIDER
PURSUANT TO 47 C.F.R. § 1.106

Affiant Mrs. Ineabelle Robles, being duly sworn, deposes and states:

1. My name is Ineabelle Robles, I have personal knowledge of the facts stated in this Affidavit and those facts are, to my knowledge, true and correct. I make this Affidavit in support of the PETITION TO RECONSIDER proceeding number DA NO. 16-1120 CC DOCKET NO. 02-6.
2. I am Admissions Clerk for Wesleyan Academy, organization that appears as applicant and petitioner before the Federal Communications aforementioned proceedings.
3. Appearing as counsel on behalf of Wesleyan Academy is Husmail Figueroa Ríos, an attorney duly licensed to practice in the Commonwealth of Puerto Rico, and a member in good standing of the Bar of said Court.
4. Wesleyan Academy has provided the aforementioned legal counsel with several documents, with the intent that they be used in support in the instant Motion to Reconsider, namely, its 2015-16 MASTER CALENDAR, all documents filed with USAC regarding the instant proceeding, all contracts entered into by Wesleyan Academy and its Information Technology providers for all times relevant to the instant proceeding, the Vendor Evaluation Matrix related to the instant proceeding, among others.
5. The AFOREMENTIONED 2015-16 MASTER CALENDAR, as is customary for most educational institutions within the Puerto Rico jurisdiction, operates under a school year typically running from August to May.
6. Accordingly, on or around May 9th, 2016, Wesleyan Academy was winding down most of its routinely educational and administrative functions, as its students were entering the last days of formal instruction, and commencing the period of final examinations.
7. I, Mrs. Ineabelle Robles had been assigned to a role of development of public relations within the Academy for the August, 2015 to May, 2016 school year.

8. During May, 2016 Wesleyan Academy coincidentally underwent a personnel reorganization, whereby my prior role as a public relations practitioner was obliterated.
9. Consequently, I was reassigned to the Admissions Clerk role, and said role entailed that I move to a new and different physical location.
10. During and throughout May, 2016, Wesleyan Academy engaged in construction, refurbishing and remodeling efforts of its facilities, namely the new office space to be occupied by me in my newly assigned role for the 2016 - 2017 school year.
11. During and throughout May, 2016, my belongings and equipment were packed and stored as a consequence of the aforementioned construction, refurbishing and remodeling efforts.
12. As is required by my terms of employment, I completed my duties for the 2015 - 2016 school year during the month of May, 2006, and did not return to Wesleyan Academy's premises until the start of the 2016 - 2017 school year, or in August, 2016.
13. Notwithstanding the alteration of my responsibilities during the transitional period of May, 2016, and inadvertently for Wesleyan Academy, I continued to be the sole designated point of contact for all communications, events and transactions executed between USAC and Wesleyan Academy.
14. The method of communication employed by USAC to transact business with Wesleyan Academy during said time period was solely through regular US Postal Service.
15. On or around May 9th, 2016, USAC served Wesleyan Academy with notice of a document entitled "*Funding Commitment Adjustment Report for Form 471 - Application Number: 871807.*"
16. Said document advised Wesleyan Academy, *inter alia*, that USAC had detected in the referenced application several instances of errors, namely:
 - (1). That Wesleyan Academy selected a service provider prior to the expiration of 28-day posting period;
 - (2). That Wesleyan Academy did not have a contract in place at the time of submission of the FCC Form 471;
 - (3). That any contracts entered into and disclosed by Wesleyan Academy as part of the application process, did not meet the requirements of Puerto Rico state procurement laws.
17. I respectfully submit to the consideration of this Honorable Commission that, notwithstanding the above, the errors noted

above were not committed by Wesleyan Academy, and that quite contrarily:

- (1). Wesleyan Academy selected a service provider right at the onset of the expiration of 28-day posting period, or right at the earliest date it was allowed to execute said contract;
- (2). Wesleyan Academy did in fact have a contract in place at the time of submission of the FCC Form 471;
- (3). Any contracts entered into and disclosed by Wesleyan Academy as part of the application process, did in fact meet and were fully compliant with the requirements of Puerto Rico state procurement laws.

18. Simultaneously, and while all of the above transpired towards the end of the school year during May, 2016, and as part of its ministerial Audit functions, USAC had been intermittently requesting documentation from Wesleyan Academy in regards to the telecommunication services provider here at issue, Telnet Wireless Broadband, Inc.

19. Eventually, and now with the benefit of hindsight, we have been able to ascertain that USAC's confusion in evaluating Wesleyan Academy's supporting documents as noted in the "*Funding Commitment Adjustment Report for Form 471 - Application Number: 871807*" communication, was undoubtedly triggered by the overlapping and persistent production of documents requests served by USAC upon Wesleyan Academy, on the one hand in support of transactions regarding FCC Form 471, while on the other and concurrently, in support of the Audit examination of Telnet Wireless Broadband, Inc.

20. Notwithstanding the fact that the aforementioned USAC communication was indeed delivered to Wesleyan Academy on or around May 15th, 2016, the same was inadvertently filed and stored with the rest of my office belongings to await my return to my duties at the start of the school year in August, 2016.

21. Almost immediately upon my return to Wesleyan Academy on August, 2016, and upon first becoming aware of the existence of the "*Funding Commitment Adjustment Report for Form 471 - Application Number: 871807*" communication, I diligently consulted and put USAC on notice of all of the above relevant facts, and proactively engaged Wesleyan Academy in what has become the instant appeal process and PETITION FOR RECONSIDERATION.

22. All of the above notwithstanding, and despite the cogent points submitted herewithin, and the overwhelming presence of good-faith on our part and mitigating factors as set forth above, and regardless of all of our most diligent best efforts to bring the present issue to rest, to no fault of our own or to that of Wesleyan Academy's, USAC has been estopped, both by law and by

regulation, from considering our arguments as laid out and articulated above.

In San Juan, Puerto Rico, on this date, October 30th, 2016

Ineabelle Robles
Mrs. Ineabelle Robles

AFFIDÁVIT NÚM. 51

Sworn to and subscribed before me by Mrs. Ineabelle Robles, whom I know personally.

In San Juan, Puerto Rico, on this date, October 30th, 2016

Ninoshka Gonzalez
NINOSHKA GONZÁLEZ, ATTORNEY AT LAW
Commonwealth of Puerto Rico
Attorney Registry RUA 20000
2000 Carr. 8177 PMB 484 Suite 26
Guaynabo, Puerto Rico 00966
Tel. (787) 460-3002
ninoshkagonzalez@hotmail.com



RECIBO DE PAGO

Sello



De Dña. Ninoshka Gonzalez Gonz
MAXIMA
DEBETUR
PUERO
REVERENTIA

FEDERAL COMMUNICATIONS COMMISSION
DA NO. 16-1120
CC DOCKET NO. 02-6

28 U.S.C.A. § 1746 AFFIDAVIT
IN SUPPORT OF PETITION TO RECONSIDER
PURSUANT TO 47 C.F.R. § 1.106


Affiant Mr. Miguel Méndez, being duly sworn, deposes and states:

1. My name is Miguel Méndez, I have personal knowledge of the facts stated in this Affidavit and those facts are, to my knowledge, true and correct. I make this Affidavit in support of the PETITION TO RECONSIDER proceeding number DA NO. 16-1120 CC DOCKET NO. 02-6.
2. I am an authorized corporate representative for TelNet Telecommunications Corp. (TELNET), organization that appeared as service provider and party of interest in the underlying proceeding USAC, and which is now before the Federal Communications Commission PETITION TO RECONSIDER aforementioned proceedings.
3. On March 5th, 2012, TELNET submitted a formal quote to the attention of Wesleyan Academy under and within the scope of a contract for Internet Access, Internal Connections and Basic Maintenance services under the Universal Services Support Mechanism under E-rate funds.
4. There were no further communications - whether formal, informal, or of any other kind - between Telnet and Wesleyan Academy between said date of March 5th, 2012, and March 20th, 2012.
5. On March 20th, 2012, I was first personally notified that Wesleyan Academy had tendered to Telnet's attention their acceptance of our offer as per the aforementioned quote of March 5th, 2012.
6. On the same date of March 20th, 2012, representatives of both Wesleyan Academy and Telnet met to execute and formalize a CONTRACT FOR SERVICES AND/OR PRODUCTS FOR E-RATE YEAR 2012-2013, reflecting the terms and understandings cloaked by the aforementioned offer and acceptance. In support of said contract, Telnet issued a supplemental quote, to cover the clarification of other ancillary times which had not been adequately and sufficiently articulated between the parties.
7. To the best of my recollection, my point of contact at Wesleyan Academy for all matters regarding e-Rate contracting, Mrs. Ineabelle Robles, went on her academic and administrative summer

break for June and July, 2012, leaving as my alternate point of contact Mr. José Jiménez.

8. Subsequently, on July 24th, 2012, both Wesleyan Academy - through Mr. José Jiménez - and Telnet - through myself, executed a Business Service Agreement, which was, *inter alia*, a contract of services outside, and not within the scope of the e-Rate program, and which was not covered by the earlier contract executed between the parties on March 20th, 2012.
9. Accordingly, and subject to all of the above, I attest and proffer that to the best of my knowledge and belief in regards to the contract executed between Wesleyan Academy and Telnet on March 20th, 2012 under the auspices of the e-Rate program:
- (1). That on March 20th, 2012, Wesleyan Academy properly selected a service provider within and at the expiration of 28-day posting period;
 - (2). That on March 20th, 2012, Wesleyan Academy properly had a contract in place at the time of submission of the FCC Form 471;
 - (3). That on March 20th, 2012, any contracts entered into with Telnet and disclosed by Wesleyan Academy as part of the e-Rate application process, properly and fully met the requirements of Puerto Rico state procurement laws.

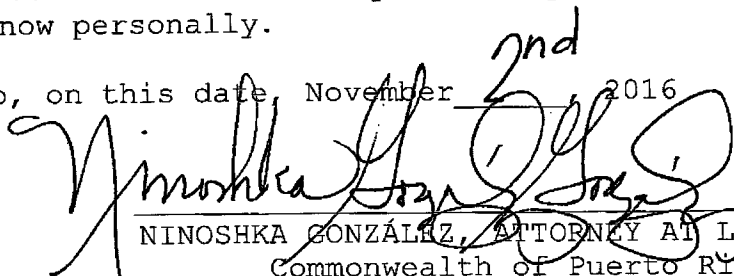
In San Juan, Puerto Rico, on this date, November 2nd, 2016


Mr. Miguel Méndez

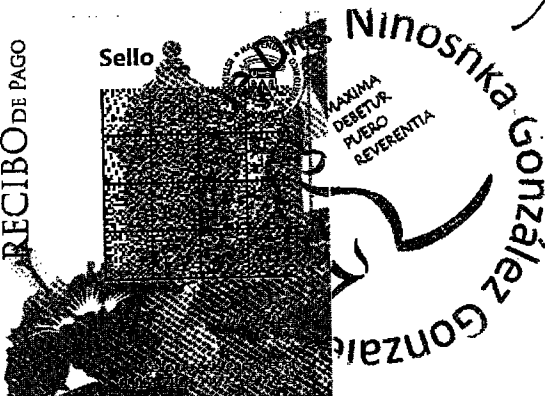
AFFIDÁVIT NÚM. 54

Sworn to and subscribed before me by Mrs. Miguel Méndez, whom I know personally.

In San Juan, Puerto Rico, on this date, November 2nd, 2016


NINOSHKA GONZÁLEZ, ATTORNEY AT LAW
Commonwealth of Puerto Rico
Attorney Registry RUA 20000
2000 Carr. 8177 PMB 484 Suite 26
Guaynabo, Puerto Rico 00966
Tel. (787) 460-3002
ninoshkagonzalez@hotmail.com

16-B1206710
RECIBO DE PAGO



TELNET TELECOMMUNICATIONS

Our Quote No.	864
Date	3/5/2012
Terms	Valid for 30 days

**Quote To:**

WESLEYAN ACADEMY
PO. BOX 1489 Guaynabo, P.R. 00970-1489.

Deliver To:

Camino Alejandrino Road (838) Km 1.8, Guaynabo, P.R.
00969.

Description	Qty	Each	IVU	Total
200703 WESLEYAN ACADEMY, 10Mbps/10Mbps Dedicated Business Internet & WAN Service MRC.	12	3,450.00	0.00	41,400.00
SLD Approved Rate 60 % Funds Discount.	1	-60.00%	0.00	-24,840.00
Installation and Configuration Charge.	1	1,650.00	0.00	1,650.00
SLD Approved Rate 60 % Funds Discount.	1	-60.00%	0.00	-990.00
Customer will pay \$1,435.00 Monthly _____				

Customer Message

Discount based on form 471 from Schools and Libraries Division, if any changes exist, adjustments will be made. This quote is for FY 2012.

Subtotal: \$17,220.00

IVU: \$0.00

Total: \$17,220.00

TELNET TELECOMMUNICATIONS

Urb. Crown Hills
138 Ave. Winston Churchill
PMB 512
San Juan PR 00926-6013.

Tel/ Fax: 787-705-8948/ 787-705-8981
Email: SERVICE@TELNETPR.COM
Website: WWW.TELNETPR.COM
IVU: IVU

E-Rate Bid Assessment Worksheet

Funding Year 2012Page 1 of 1Project or Service
Description

Wesleyan Academy Internet Access

Vendor Scoring (use additional worksheets if necessary)

Selection Criteria	Weight*	DRE/F005		TELENET		Proficient Telecom		N/A		N/A	
		Raw Score**	Weighted Score***	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
Prices/Charges	40	40	25	40	40	40	20				
Understanding of Needs	20	20	20	20	20	20	5				
Prior Experience	20	20	20	20	15	20	5				
Personnel Qualifications	10	10	8	10	8	10	0				
Financial Stability	10	10	8	10	8	10	5				
Other (describe)	✓										
Other (describe)	✓	100	81	100	91	100	35				
Overall Ranking	100%	81		91		35					

Vendor Selected: TD NET
 Approved By: Frederick DeBates
 Title: Development Office
 Date: 3/18/12

Bid Assessment Comments, if needed:

Proficient Telecom is not
 located in Puerto Rico. We need
 local service provider

Notes:

* Percentage weights must add up to 100%. Price must be weighted the heaviest.

** Evaluated on a scale of 1 to 6; 1=worst, 6=best.

*** Weight x Raw Score

Wesleyan Academy

E-rate Meeting

3-20-12



8:00am



Wesleyan Conference Room

Attendance

Name	Signature
1 Jimenez, Emily	
2 Jimenez, Jose	
3 Rohles, Incarnate	



WESLEYAN ACADEMY

II Timothy 2:15

March 20, 2012

Miguel Mendez / MBA G.M.
TelNet Telecommunications Corp.
Carr. Alejandrino Km 1.3 Suite 101
Guaynabo P.R. 00970
[Phone] 787.705.8948 [Fax] 787.708-6878 [Cel. 787. 239-1383
Email: mmendez@telnetpr.com
Web: www.telnetpr.com

Dear Mr. Mendez,

Wesleyan Academy evaluated your proposal for the provision of Internet Access, Internal Connections and Basic Maintenance services under the Universal Services Support Mechanism under E-rate funds. We endorse your proposal for funding year 2012-2013, and agree on the terms and conditions presented.

Should Federal Funding approve your bid, they will cover only 80% of the total cost and the school can only contribute the other 20%.

Mr. Jose Jimenez, our Technology Coordinator, will be the main contact to manage all details pertaining to this matter. You may reach him via email at jose.jimenez@wesleyanacademy.org.

We look forward to working with you in this project. Please advise us on next steps.

Ineabelle Robles

Development and Public Relations Coordinator



Accredited by the Middle States Association and by ACCREDITED Association of Christian Schools International



**CONTRACT FOR SERVICES AND/OR PRODUCTS
FOR E-RATE YEAR 2012-2013**

The (Wesleyan Academy) ("The School") and (Telnet Telecommunications) ("Service Provider") sign this document for the purchase of eligible equipment and services as described on the attachment A described as Telnet Quote and attachment B described as list of locations to this letter as part of the E-Rate Year 2012-2013 effort. Service Provider was selected based on Service Provider's response to our RFP or on the basis of a qualifying Form 470. We intend to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.

The purchase and providing of the eligible equipment and services described are expressly subject to, and conditioned on, satisfaction of all of the following conditions:

- (i) USAC approval of our request for funding through a formal Funding Commitment Decision Letter;
- (ii) Our formal acceptance of the USAC approved funding;
- (iii) Our formal approval and award of a detailed contract to Service Provider for the eligible equipment and services covered by the USAC approved funding; and

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project. The term of this contract shall commence on July 1, 2012 and shall terminate on June 30, 2013 for recurring services or on September 30, 2012 for non-recurring services. Total costs of the goods and services shall not exceed \$ 43,050.00. (SLD Pre-Discounted Amount).

Service Provider: **Telnet Telecommunications**

Applicant Name: Wesleyan Academy

SPIN: 143034452

Billed Entity Number: 200703

Signature: _____

Signature: _____

Printed Name: Miguel Mendez _____

Print Name: _____

Title: President

Title: _____

Date: 3/20/2012

Date: 3/28/2012

TELNET TELECOMMUNICATIONS

Our Quote No.	876
Date	3/20/2012
Terms	Valid for 30 days



Quote To:

WESLEYAN ACADEMY
PO. BOX 1489 Guaynabo, P.R. 00970-1489.

Deliver To:

Camino Alejandrino Road (838) Km 1.8, Guaynabo, P.R.
00969.

Description	Qty	Each	IVU	Total
INTERNAL CONNECTIONS: CAT 6 HORIZONTAL CABLING (DROPS).	200	320.00	0.00	64,000.00
"PATCH-PANEL, SPEED CHAN, C6,48 PORTS"	7	275.00	0.00	1,925.00
Cisco Business 300 L3 Series Managed POE Switch	10	1,650.00	0.00	16,500.00
CAT 6 PATCH CORD 6".	200	5.50	0.00	1,100.00
FACE PLATE,WALL,FLUSH,1-G,2PORT,OW"	200	2.25	0.00	450.00
JACK,CAT6,SPEEDCHAN,8POS,	200	5.50	0.00	1,100.00
NEXT FRAME Horizontal Cable Management.	3	175.00	0.00	525.00
PREMISETRAK® (PT1) Single-Channel,Non-Metallic Raceway with Adhesive, Non-Latching,7", Office White.	200	15.50	0.00	3,100.00
WALL MOUNT VENTILATED RACK CABINET24X24X12 6U.	7	695.00	0.00	4,865.00
Cisco Aironet 1142N Access Point	4	999.95	0.00	3,999.80
HUBBELL 19" Equipment Rack with 3.25" wide 'C' Channels, Seven-foot cable management rack with 3.25" wide vertical cable management organizers.	1	1,550.00	0.00	1,550.00
UPS 1500VA 900 watts Battery Backup.	7	395.00	0.00	2,765.00
SLD Approved Erate 60% Funds Discount.	1	-61,127.88	0.00	-61,127.88

Description	Qty	Each	IVU	Total

Customer Message

Discount based on form 471 from Schools and Libraries Division, if any changes exist, necessary adjustments will be made. This quote is for FY 2012.

Subtotal: \$40,751.92

IVU: \$0.00

Total: \$40,751.92

TELNET TELECOMMUNICATIONS

Urb. Crown Hills
138 Ave. Winston Churchill
PMB 512
San Juan PR 00926-6013.

Tel/ Fax: 787-705-8948/ 787-705-8981
Email: SERVICE@TELNETPR.COM
Website: WWW.TELNETPR.COM
IVU: IVU

To accept this document, sign here and return to fax 787-705-8981, _____

TELNET BUSINESS SERVICE AGREEMENT

This TELNET Business Service Agreement ("Agreement") is made by and between TELNET Wireless Broadband, Inc. ("TELNET"), located at Metro Office Park #18, Unit Building, Suite 305, Guaynabo, PR. and WESLEYAN ACADEMY ("Customer"), located at GUAYNABO. Under the Agreement, TELNET will provide wireless broadband services and other services to Customer. Both parties agree to the following terms and conditions as well as with the additional terms and conditions of service listed in TELNET's website:

General Terms and Conditions

1. **Services.** TELNET will provide the products and services ("Services") described in TELNET's Service Order, which is incorporated into the Agreement as Attachment A (Service Order).

2. **Term.** The "Initial Term" of this Agreement shall be of 36 months and shall commence on JULY 24, 2012 (the "Commencing Date"). The Agreement will be automatically renewed under original terms for the extended term ("Extended Term") of 365 days upon the expiration of the Initial Term, unless either party has delivered written notice of its intent to terminate the Agreement at least 60 days prior to the end of the Initial Term. Either party may terminate this Agreement during the Extended Term upon sixty (60) days prior written notice. Term shall mean the Initial Term and the Extended Term. The Customer may cancel the Agreement during the first thirty (30) calendar days after the installation date without incurring any penalty or liquidated damages, by delivering to TELNET such request in writing by fax (787) 273-4145 and email. If the customer renews the contract term or places an upgrade order and chooses to cancel the service, the cancellation fee will be equal to the remaining number of monthly service charges in the Agreement plus any unpaid service charges. The option to cancel within thirty (30) working days after signing the contract does not apply to Renewals and Upgrades.

3. **Rates and Charges; Governmental Charges; Taxes.** Customer agrees to pay the rates and charges specified in Attachment A (Service Order) of this Agreement. Except where expressly stated otherwise, all rates and charges are subject to change and "fixed" rates may be decreased at any time. TELNET may give Customer notice of pricing changes by invoice message or by other reasonable means. All charges are exclusive of applicable Taxes, and TELNET may add or adjust rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges").

4. **Payment and Invoices.** TELNET will invoice Customer once a month for Services (on the 1st of each month), one (1) month in advance. Customer agrees that all **PAYMENTS ARE DUE ON THE 1st of the calendar month. Payments received AFTER the 25th of the month will be assessed a Late Fee of \$25.00.** If payment is not received by the close of business day on the 30th of the month, TELNET may, without notice, terminate a past-due account and, at its sole discretion, charge a reconnection fee per location of \$50 or terminate the Customer account completely. All invoices that include a past due balance are due and payable immediately. If Customer chooses to terminate the Agreement before the end of the Term, it shall pay to TELNET a cancellation fee is equal to the remaining number of monthly service charges in the Agreement plus any unpaid service charges. Any invoiced amount not Disputed within 6 months of the invoice date is deemed correct and binding on Customer. Customer is liable for all non-disputed fees and expenses, including attorney's fees, reasonably incurred by TELNET in attempting to collect any charges owed under this Agreement. Customer shall pay TELNET an initial non-recurring installation and set up charge. TELNET's invoices will reflect all applicable Installation and Customer Premises Equipment ("CPE") charges and prorated monthly Services charges for such month and the advance monthly Service charges. The installation, set up and equipment charges must be paid by the Customer at the time of installation for installation to commence. TELNET will commence billing for Services upon completion of its installation.

For a new customer setup month, TELNET invoice will reflect all applicable Installation and CPE charges and prorated monthly Services charges for such month and the advance monthly Service charges, however all Installation and Equipment charges must be paid at the time of installation for installation to commence. TELNET will commence billing for Services upon completion of its installation.

5. **Termination.** Either party may terminate this Agreement for Cause (excluding TELNET ILEC or TELNET Wireless Services, which are governed by the applicable Service Attachments). "Cause" means (a) Customer's failure to pay any invoice (excluding Disputed amounts) within 10 days of receiving notice that payment is overdue, or (b) breach by a party of a material provision of this Agreement that the breaching party has not cured within 30 days of receiving notice from the non-breaching party. If interruption of Service is necessary to prevent or protect against fraud or otherwise protect TELNET's personnel, facilities or services, TELNET may do so without notice.

6. **Customer Premises Equipment.** Customer Premises Equipment ("CPE") means any equipment, facilities, and wireless dish temporarily provided by TELNET to Customer to provide the Services under this Agreement. Customer acknowledges that all CPE will at all times remain the property of TELNET. Customer may not sell, transfer, lease, encumber, or assign any or all of the CPE to any third party. Customer is responsible for any damages to TELNET's CPE, after TELNET completes its service installation and set up. Customer bears the risk of loss or damage to rental CPE after installation and while such equipment is located at an installation site and shall pay TELNET the reasonable and customary costs of repair or replacement if loss or damage occurs. All CPE provided by TELNET is provided "as is" without warranties of any kind. Upon termination of the Agreement, TELNET has the right to exercise one or more of the following remedies, in addition to any other remedies TELNET may exercise, in law or equity: (1) recover from Customer all non-disputed amounts due and unpaid, and (2) repossess any CPE for which title has not passed to Customer. Customer must return to TELNET the rented CPE within 5 business days after the expiration or termination of the Agreement. Customer is liable for any loss or damage to CPE resulting from theft, disappearance, fire or any other cause. For each item of CPE not returned, for any reason, within the 15 day period, Customer will be deemed to have purchased such CPE and shall pay TELNET the replacement cost, plus any additional costs incurred by TELNET in replacing the CPE. Should Customer wish to have TELNET remove the CPE, Customer shall request removal by TELNET at which time an additional fee will apply for TELNET to remove equipment.

7. **Force Majeure.** IN NO EVENT SHALL TELNET OR ITS OFFICERS OR THIRD PARTY CONTRACTED PROVIDERS (COLLECTIVELY, "PROVIDER") BE LIABLE TO CUSTOMER FOR ANY DELAYS IN THE PERFORMANCE OF SERVICES HEREUNDER OR FOR ANY FAILURE TO PERFORM HEREUNDER IF SUCH DELAYS OR FAILURES ARE DUE TO STRIKES, INCLEMENT WEATHER, ACTS OF GOD, OR OTHER CAUSES BEYOND PROVIDERS REASONABLE CONTROL. PROVIDER WILL NOT BE RESPONSIBLE FOR PERFORMANCE OF ITS OBLIGATIONS HEREUNDER WHERE DELAYED OR HINDERED DUE TO WAR, RIOTS, EMBARGOS, STRIKES, OR OTHER ACTS OF ITS VENDORS AND SUPPLIERS, CONCEALED ACTS OF WORKMEN (WHETHER OF PROVIDER OR OTHERS), OR ACCIDENTS. SHOULD SUCH OCCURRENCE CONTINUE FOR MORE THAN 30 DAYS, PROVIDER OR CUSTOMER MAY CANCEL SERVICE FOR THE AFFECTED SERVICES AND/OR PRODUCTS WITH NO FURTHER LIABILITY.

Indemnification. Customer agrees to defend, indemnify and hold harmless TELNET, its officers, directors, employees, agents and licensees, from any claims and expenses, including reasonable attorney's fees, arising out of or relating to Customer's use of TELNET service. In the event that the Customer is in breach of the Agreement,

138 AVE. WINSTON CHURCHILL PMB 512 SJ 00926. Tel 787.705.8948, fax 787.708.6878, SERVICE@TELNETPR.COM

Customer agrees to pay all collection costs, court costs and any other applicable attorney fees incurred in order to collect any unpaid outstanding balance on Customer's account and/or breach of Agreement by Customer.

Acceptable Use Policy. Use of TELNET's Services and related equipment and facilities must comply with the then-current version of the TELNET Acceptable Use Policy ("Policy") and also with the additional terms and conditions of service ("Additional Terms") as they appear in www.TELNETpr.com, and which are hereby incorporated into the Agreement by reference. TELNET reserves the right to suspend or terminate the Services effective upon notice for a violation of the Policy or Additional Terms. Customer shall abide by the Policy and the Additional Terms. TELNET may update or edit its Policy without prior notification to Customer by making a revised version available at www.TELNETpr.com. Customer shall refer to this revised Policy on a frequent basis to ensure its usage conforms to the most recent version. Continued use of TELNET Internet Services after the posting of such revised version shall serve as implied acceptance by Customer of any such Policy revision. If Customer does not agree to any Policy revision, Customer shall immediately cease using TELNET's Internet Services, and additionally notify TELNET of the termination of the Agreement. Such termination under this clause will be reviewed by TELNET to determine if a cancellation penalty will be enforced. At TELNET's sole discretion, TELNET may choose to waive such a cancellation penalty without waiving any other rights or clauses of this Agreement.

10. Rooftop Release. If part of the CPE is to be mounted on the exterior of a building, Customer hereby certifies that it is the authorized landlord or owner of said property or building and as such hereby approves, permits and consents to the installation, maintenance, and removal of the TELNET CPE and other equipment required to receive the Services on such building. If Customer is not the landlord or owner of the building where part of the CPE needs to be installed, Customer shall submit to TELNET a Rooftop Release Waiver included herein as Attachment A (Service Order), executed by such landlord or owner, providing permission to TELNET to install the necessary CPE on the building to provide Services to Customer. This Agreement will not be considered executed until such Attachment A (Service Order) is satisfactorily completed and executed. It is Customer's responsibility to obtain any and all required approvals or permits to gain landlord's or owner's approval for the placement of the CPE and Dish on the Customer's building or residence.

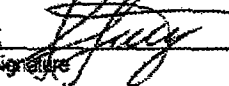
11. DISCLAIMER OF WARRANTIES AND CERTAIN DAMAGES. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, TELNET MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY TELNET SERVICES, SOFTWARE OR DOCUMENTATION. TELNET SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM OR LEGAL ACTION ARISING OUT OF FAILURE, MALFUNCTION OR DEFECT IN TELNET'S SERVICES OR GOODS, OR ARISING FROM THIS AGREEMENT IN ANY RESPECT, SHALL BE BROUGHT WITHIN A PERIOD OF ONE YEAR FOLLOWING THE OCCURRENCE OF SAID CLAIM OR SAID CLAIM SHALL BE DEEMED WAIVED. TELNET DOES NOT WARRANT THAT ITS SERVICE WILL PERFORM AT A PARTICULAR SPEED, WILL BE UNINTERRUPTED, ERROR FREE, OR COMPLETELY SECURE.

12. Limitation of Liability and Action. The total liability of TELNET to Customer in connection with this Agreement is limited to the lesser of (a) direct damages overn by Customer; or (b) the amount paid by Customer to TELNET under this Agreement for the 6 month period prior to accrual of the most recent cause of action. This limitation applies for any and all causes of actions and claims, including without limitation breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts. This section does not limit any TELNET liability: (a) in tort for its willful or intentional misconduct; or (b) for bodily injury or death proximately caused by TELNET's gross negligence; or (c) loss or damage to real property or tangible personal property proximately caused by TELNET's gross negligence. A party may not bring any action or demand for arbitration arising out of this Agreement more than 2 years after the cause of action has accrued. The parties waive the right to invoke any different limitation on the bringing of actions under state law.

13. Assignment. Customer may assign this Agreement or any of its rights hereunder to an affiliate or successor upon written notice to TELNET. TELNET may assign this Agreement without any restrictions. In the case of any assignment, the assignee shall expressly in writing assume all obligations thereafter arising under this Agreement.

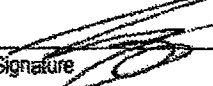
14. Miscellaneous. This Agreement shall be governed by and construed under the internal laws of the Commonwealth of Puerto Rico, without application of conflict of law principles. Any action arising out of this Agreement shall be brought exclusively in an appropriate court in Puerto Rico. If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during the term hereof, the intention of the parties hereto is that the remaining parts of this Agreement shall not be affected thereby. Nothing in this Agreement shall be construed to create a partnership or joint venture between Customer and TELNET or any master/servant, principal/agent, or other relationship other than as Customer and TELNET; nor shall Customer or TELNET in any manner act or indicate to any third party that either Customer or TELNET is acting as agent of the other party hereto. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, including fees for the services of paralegals and similar persons, and all such expenses and costs incurred by the prevailing party through all appellate levels. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity. Customer must complete TELNET's Customer Information Form, attached herein as Attachment A (Service Order), as a requirement of this Agreement.

Each party to this Agreement hereby certifies that he is an authorized officer or representative of its respective signing party, that he has read and fully understands all the applicable terms and conditions of the Agreement, and that he agrees to abide by all such terms.


Signature

JOSE JIMENEZ
Name

7-24-12
Date


Signature

MIGUEL MENDEZ
Name

7-24-2012
Date



TELNET TELECOMMUNICATIONS
 VOICE > DATA > CCTV

**CONTRACT FOR SERVICES AND/OR PRODUCTS
 FOR E-RATE YEAR 2013-2014**

The (Wesleyan Academy) ("The School") and (Telnet Telecommunications) ("Service Provider") sign this document for the purchase of eligible equipment and services as described on the attachment A described as Telnet Quote and attachment B described as list of locations to this letter as part of the E-Rate Year 2013-2014 effort. Service Provider was selected based on Service Provider's response to our RFP or on the basis of a qualifying Form 470. We intend to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.

The purchase and providing of the eligible equipment and services described are expressly subject to, and conditioned on, satisfaction of all of the following conditions:

- (i) USAC approval of our request for funding through a formal Funding Commitment Decision Letter;
- (ii) Our formal acceptance of the USAC approved funding;
- (iii) Our formal approval and award of a detailed contract to Service Provider for the eligible equipment and services covered by the USAC approved funding; and

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project. The term of this contract shall commence on July 1, 2013 and shall terminate on June 30, 2014 for recurring services or on September 30, 2013 for non-recurring services. Total costs of the goods and services shall not exceed \$ 43,050.00 (SLD Pre-Discounted Amount).

Service Provider: **Telnet Telecommunications**

Applicant Name: **Wesleyan Academy**

SPIN: 143034452

Billed Entity Number: **200703**

Signature: _____

Signature: _____

Printed Name: **Miguel Mendez**

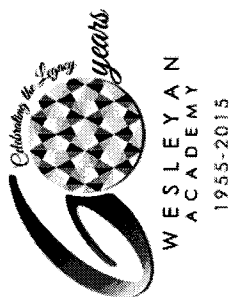
Print Name: **Travis Roberts**

Title: **President**

Title: **Development Coordinator**

Date: **02/15/2013**

Date: **2/15/2013**



July 2015

EXHIBIT
16

Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTE: This calendar is subject to change as approved by the Headmaster.			1 August tuition due	2	3	4 HOLIDAY: Independence Day
5	6	7	8	9	10	11
12	13	14	15 Last day to pay tuition without late fees	16	17 Eagle Store open 7:00am-4:00pm (No IVU)	18
19	20	21	22	23	24	25 HOLIDAY: Constitución de PR
26	27 José Celso Barbosa (not a holiday)	28 All office staff returns; New teacher orientation begins	29 New Teacher Orientation	30 New Teacher Orientation	31 New Teacher Orientation	

24






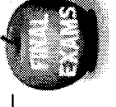
August 2015

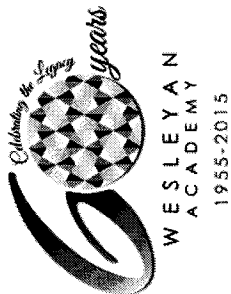
Sun	Mon	Tue	Wed	Thu	Fri	Sat
2 NOTE: This calendar is subject to change as approved by the Headmaster.	3 All faculty returns to work; All employee retreat 8:30-12:00 Business Office hours: 1:00-4:00pm Tuition due Parent Orientation 6:30 7th grade with Guidance Dept.	4 Eagle store re-opens 7am-4pm; 1-3pm New Student Orientation Gr 8-11 Parent Orientations: 6:00 8-9th Guidance 6:00 12th Guidance 6:30pm 7th HS Princ 6:45 10-11th Guidance 7:30pm 7-12 General Orientation All Parents	5 7th Gr Student Orientation (Guidance) 8:30-12:30 7.1 A-Z 7.2 A-M Parent Orientation: 6:00pm PPK-K 7:30pm 1-2	6 7th Gr Student Orientation (Guidance) 8:30-12:30 7.2 N-Z 7.3 A-Z Parent Orientation: 6:00pm 3-4 7:30pm 5-6	7 8:30am General Employee Assembly Deadline for Sept. ACT	8
9	10 Day 0 SCHOOL BEGINS Grades 1-12; 2pm dismissal gr 1-6, 2:30 dismissal gr 7-12; After School Activities Program (ASAP) reg begins; after school child care begins	11 Day 1 Chapels School begins for PPK-K	12 Day 2 Early Dismissal (ED) ID pictures for new students Grades 1-6, all 7th and 12th and makeups (Registrar's Office)	13 Day 3	14 Day 4 New Student ID pictures gr 8-11 and makeups (Registrar's Office)	15
16	17 Day 5 Last day to pay tuition without late fees Parent Orientation Singapore Math Grades K-5 7:00pm	18 Day 6 Robotics Orientation 7:00pm	19 Day 1 Chapels Elem Choir Tryouts	20 Day 2 Last day to register for After School Activities Program (ASAP)	21 Day 3 ID Pictures for new students grades PK-K, all PPK and makeups. ASAP begins (Registrar's Office)	22
23	24 Day 4 No Bullying Campaign Elem School Pictures	25 Day 5 No Bullying Campaign Elem School Pictures	26 Day 6 Elem Pictures No Bullying Campaign	27 Day 1 Elem School Pictures No Bullying Campaign Autopista College Fair 9:30-10:30 Grades 11-12	28 Day 2 All School Jean Day w/ WA T-shirt (new students wear PE T-shirt); Elem Pictures; fees due 7th & 12th SWW, K/12 graduation	29
30	31 Day 3 High School Pictures		25		Pending: Science Fair Alumni Chapel	Mural Reveal



May 2016

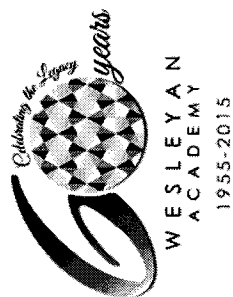
2015-16 MASTER CALENDAR (FOR INTERNAL USE ONLY) - REV. 7/22/15

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 NOTE: This calendar is subject to change as approved by the Headmaster.	2 Day 5 72/156 Summer School registration begins Time Capsule	3 Day 6 73/157	4 Day 1 74/158 Chapels	5 Day 0 75/159 Wesleyan, God's Talent Student Day; Free Dress Day; Awards Day 7-12; Dismissal 11am; WA Faculty Luncheon; WA staff dismisses at 3pm; Senior last day NO CHILD CARE Deadline June SAT	6 SCHOOL CLOSED: Teacher Appreciation Day; Nat'l Nurses Day  Deadline June ACT	7 JR/SR Banquet Centro Convenciones de San Juan SAT
8	9 Day 2 76/160 Book pre-orders (w/ payment by check only) received in Business Office	10 Day 3 77/161 8th gr Catamaran Day	11 Day 4 78/162 Athletic Banquet	12 Day 5 79/163	13 Day 6 80/164 ASAP Recital Senior grades to registrar; summer camp orientation	14
15 Baccalaureate 3:00pm	16 Day 1 81/165 Accounting/CPA Week 9th gr Culebras Trip	17 Day 2 82/166 Last day for PPK-6; end of 4th qtr; free elem dress day and HS jean day; 6th gr activity; Lib Educ picks up book orders Teachers post all qtr grades in Edline (for principals)	18 HS Finals (1 exam) Checkouts 	19 Checkouts	20 HS Finals (2 exams) Checkouts 	21 Used Book Sale 8am-12N
22	23 Checkouts HS Finals (2 exams) 	24 Checkouts	25 Checkouts HS Graduation Kinder Graduation	26 Prof Dev Deadline for book pre-orders	27 Prof Dev Lib Educative rep picks up book orders Deadline June PEAU	28
29	30 HOLIDAY: Memorial Day	31 All employee farewell luncheon Report cards available in Edline after 4:00pm	26			Pending Alumni Chapel Wesleyan Women of Success Time Capsule



June 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTE: This calendar is subject to change as approved by the Headmaster.			1	2	3	4
5	6 Medical Missions Trip	7 SAT	8	9	10	11 ACT
12	13	14	15	16	17	18
19	20	21	22	23 Libreria Educativa at WA-parents pick up pre-ordered books	24 Libreria Educativa at WA-book sale	25 PEAU
26	27	28	29	30		



July 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTE: This calendar is subject to change as approved by the Headmaster.					1	2
3	4 HOLIDAY: Independence Day	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25 HOLIDAY: PR Constitution	26 All staff returns to work	27	28	29	30
31						



Schools and Libraries Program

Notification of Commitment Adjustment Letter

Funding Year 2013: July 1, 2013 - June 30, 2014

May 09, 2016

INEABELLE ROBLES
Wesleyan Academy
Carretera 838 Km 1.6 Camino Alejandrino
Guaynabo, PR 00969

Re: Form 471 Application Number:	895296
Funding Year:	2013
Applicant's Form Identifier:	wesleyan ints
Billed Entity Number:	200703
FCC Registration Number:	0018177600
SPIN:	143034452
Service Provider Name:	Telnet Telecommunications
Service Provider Contact Person:	Miguel Mendez

Our routine review of Schools and Libraries Program (SLP) funding commitments has revealed certain applications where funds were committed in violation of SLP rules.

In order to be sure that no funds are used in violation of SLP rules, the Universal Service Administrative Company (USAC) must now adjust your overall funding commitment. The purpose of this letter is to make the required adjustments to your funding commitment, and to give you an opportunity to appeal this decision. USAC has determined the applicant is responsible for all or some of the violations. Therefore, the applicant is responsible to repay all or some of the funds disbursed in error (if any).

This is NOT a bill. If recovery of disbursed funds is required, the next step in the recovery process is for USAC to issue you a Demand Payment Letter. The balance of the debt will be due within 30 days of that letter. Failure to pay the debt within 30 days from the date of the Demand Payment Letter could result in interest, late payment fees, administrative charges and implementation of the "Red Light Rule." The FCC's Red Light Rule requires USAC to dismiss pending FCC Form 471 applications if the entity responsible for paying the outstanding debt has not paid the debt, or otherwise made satisfactory arrangements to pay the debt within 30 days of the notice provided by USAC. For more information on the Red Light Rule, please see <https://www.fcc.gov/encyclopedia/red-light-frequently-asked-questions>.

**Funding Commitment Adjustment Report for
Form 471 Application Number: 871807**

Funding Request Number:	2379371
Services Ordered:	INTERNET ACCESS
SPIN:	143034452
<u>Service Provider Name:</u>	<u>Telnet Telecommunications</u>
<u>Contract Number:</u>	<u>WESLEYAN ACADEMY 03202012</u>
Billing Account Number:	864
Site Identifier:	200703
Original Funding Commitment:	\$21,525.00
Commitment Adjustment Amount:	\$21,525.00
Adjusted Funding Commitment:	\$0.00
Funds Disbursed to Date	\$21,525.00
<u>Funds to be Recovered from Applicant:</u>	<u>\$21,525.00</u>
Funding Commitment Adjustment Explanation:	

After multiple requests for documentation and application review, it has been determined that this funding commitment must be rescinded in full. The applicant selected a service provider prior to the expiration of 28-day posting period. FCC rules require that, except under limited circumstances, all FCC Forms 470 received be posted on the USAC web site for 28 days, and that applicants carefully consider all bids received before selecting a service provider, entering into an agreement or signing a contract, and signing and submitting a FCC Form 471. In the FCC Form 470 Receipt Notification Letter, USAC notified the applicant that the earliest date upon which they could sign a contract or enter into an agreement Allowable Contract Date was 3/20/12. Based on vendor evaluation matrix provided, the service provider was selected on 3/14/12, which is prior to the required 28-day posting period. Therefore, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

After multiple requests for documentation and application review, it has been determined that this funding commitment must be rescinded in full. The applicant did not have a contract in place at the time of submission of the FCC Form 471. This determination was based on the contract provided signed on 7/24/12 which was after the Certification Postmark Date of 3/20/12. FCC rules require applicants to have a valid contract as defined by the applicants state procurement laws and regulations at the time they submit the FCC Form 471. Since the applicant was unable to demonstrate that they had a contract in place at the time of submission of the FCC Form 471 that meets the state laws definition of a valid contract, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

Funding Commitment Adjustment Report
Form 471 Application Number: 895296

Funding Request Number: 2433563
Services Ordered: INTERNET ACCESS
SPIN: 143034452
Service Provider Name: Telnet Telecommunications
Contract Number: WESLEYAN ACADEMY2013
Billing Account Number: 123
Site Identifier: 200703
Original Funding Commitment: \$25,830.00
Commitment Adjustment Amount: \$25,830.00
Adjusted Funding Commitment: \$0.00
Funds Disbursed to Date: \$25,830.00
Funds to be Recovered from Applicant: \$25,830.00
Funding Commitment Adjustment Explanation:

During application review, it has been determined that this funding commitment must be rescinded in full. The applicant selected a service provider prior to the expiration of 28-day posting period. FCC rules require that, except under limited circumstances, all FCC Forms 470 received be posted on the USAC web site for 28 days, and that applicants carefully consider all bids received before selecting a service provider, entering into an agreement or signing a contract, and signing and submitting a FCC Form 471. In the FCC Form 470 Receipt Notification Letter, USAC notified the applicant that the earliest date upon which they could sign a contract or enter into an agreement Allowable Contract Date was 3/20/12. Based on vendor evaluation matrix provided, the service provider was selected on 3/14/12, which is prior to the required 28-day posting period. Therefore, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

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07/11/2010